

## NOTICE TO INTERESTED PARTIES

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document **provided** you register your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer will be automatically rejected and not considered for award.

### **Registration or Request for Copy of Solicitation**

**Submit FAX or E-MAIL to:**

FAX No.:

(808) 587-1244

E-mail Address:

[michael.b.clack@hawaii.gov](mailto:michael.b.clack@hawaii.gov)

or

[marc.s.yamamoto@hawaii.gov](mailto:marc.s.yamamoto@hawaii.gov)

### **Provide the following information:**

- |                       |  |                          |
|-----------------------|--|--------------------------|
| - Name of Company     | - Mailing Address  | - Name of Contact Person |
| - Telephone Number    | - Facsimile Number   | - E-Mail Address         |
| - Solicitation Number | - Fedex (or equivalent) account number (document will be sent by U.S. Postal Service first class mail if this is not provided) |                          |

## **NOTICE OF SMALL BUSINESS SET-ASIDE**

Pursuant to Hawaii Revised Statutes, Section 103D-906, and Hawaii Administrative Rules, Chapter 3-124-73.1(a)(2)(i) a determination by the Procurement Policy Board that this procurement is suitable for performance by businesses meeting the applicable small business size standard as defined by the "Small Business Size Standard by North American Industry Classification System (NAICS).

NAICS code(s) determined appropriate for this solicitation is **221320 – Sewage Treatment Plant Facilities** whose **annual receipts of less than \$7 million.**

Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be rejected.

Any award resulting from this solicitation will be made only to a small business concern.

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STATE OF HAWAII  
DEPARTMENT OF PUBLIC SAFETY  
HONOLULU, HAWAII

Legal Ad Date: May 21, 2010

### **INVITATION FOR BIDS NO. PSD 10-WCF-34**

SEALED BIDS  
FOR

### **OPERATION AND MAINTENANCE SERVICES OF SURFACE WATER TREATMENT PLANT WAIAWA CORRECTIONAL FACILITY**

will be received up to and opened at 2:00 p.m. (HST)  
on

June 1, 2010

in the Administrative Services Office – Purchasing and Contracts Section, Department of Public Safety, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814

Questions relating to this solicitation shall be in writing and directed to Marc S. Yamamoto, telephone (808) 587-1215, fax (808) 587-1244 or e-mailed to [marc.s.yamamoto@hawaii.gov](mailto:marc.s.yamamoto@hawaii.gov).

Clayton A. Frank, Director  
Department of Public Safety

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Name of Company

WAGE CERTIFICATE  
(For Service Contracts)

Subject: IFB/RFP No.: **PSD 10-WCF-34**\_\_\_\_\_

Title of IFB/RFP: **OPERATION AND MAINTENANCE SERVICES OF  
SURFACE WATER TREATMENT PLANT WAIAWA  
CORRECTIONAL FACILITY**  
(To be completed by offeror)

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work; and
2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**PSD 10-WCF-34**  
**OPERATION AND MAINTENANCE SERVICES**  
**OF SURFACE WATER TREATMENT PLANT**  
**WAIAWA CORRECTIONAL FACILITY**

Director  
Department of Public Safety  
State of Hawaii  
919 Ala Moana Boulevard  
Honolulu, Hawaii 96814

Dear Sir,

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions Form AG-008 Rev.(11/15/05), by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check ☒ one only)**

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**  
☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of incorporation: \_\_\_\_\_

Offeror is:

- ☐ Sole Proprietor      ☐ Partnership      ☐ Corporation      ☐ Joint Venture  
☐ Other \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_

Hawaii General Excise Tax License I.D. No.: \_\_\_\_\_

Payment address (other than street address below): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Business address (street address): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Respectfully submitted:

(x) \_\_\_\_\_

Authorized (Original) Signature

Date: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

\_\_\_\_\_  
Name and Title (Please Type or Print)

\*

**Exact Legal Name of Company (Offeror)**

Fax No.: \_\_\_\_\_

\*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

E-mail Address \_\_\_\_\_

The following offer is hereby submitted for PSD 10-WCF-34, Operation and Maintenance of the Surface Water Treatment Plant at the Waiawa Correctional Facility, as specified herein:

	<u>Unit Bid Price</u>	<u>Total Bid Price</u>
1. Twice Weekly Maintenance Services:		
52 weeks      x      \$ _____/week	=	\$ _____
2. Five Times Weekly Maintenance Services:		
52 weeks      x      \$ _____/week	=	_____
3. Weekly Maintenance Services:		
52 weeks      x      \$ _____/week	=	_____
4. Bi-Weekly Maintenance Services:		
26 weeks      x      \$ _____/week	=	_____
5. Monthly Maintenance Services:		
12 months      x      \$ _____/month	=	_____
6. Quarterly Maintenance Services:		
4 quarters      x      \$ _____/quarter	=	_____
7. Annual Maintenance Services:		
1 year      x      \$ _____/year	=	_____
<b>Total Sum Bid:</b>		<b>\$ _____</b>

Percentage of Unit Bid Price Representing Labor Cost: \_\_\_\_\_ %

MAN-HOUR RATE AND COST OF PARTS FOR EMERGENCY SERVICES

<u>Time</u>	<u>Service</u>	<u>Rate Per Hour</u>
7:30 a.m. to 4:30 p.m.	Mechanical	\$ _____
	Electrical	\$ _____
4:30 p.m. to 7:30 a.m.	Mechanical	\$ _____
	Electrical	\$ _____
Saturdays (all day)	Mechanical	\$ _____
	Electrical	\$ _____
Sundays and Legal Holidays (all day)	Mechanical	\$ _____
	Electrical	\$ _____

The cost of parts charged for the emergency services shall be the actual cost plus 5%, with the original invoices submitted to the Department for approval prior to payment.

Offeror \_\_\_\_\_

Number of years offeror has been operating and maintaining surface water treatment plant: \_\_\_\_\_

Copy of license attached \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Insurance Coverage:

Carrier

Policy No.

Agent

Commercial General Liability \_\_\_\_\_

Offeror \_\_\_\_\_

## **SPECIFICATIONS**

### **SCOPE OF WORK**

The Contractor shall operate and maintain the surface water treatment plant at the Department of Public Safety's Waiawa Correctional Center located at 94-560 Kamehameha Highway, Waipahu, Hawaii (Tax Map Key 9-6-05: 11 and 12). The Contractor shall provide all necessary labor, equipment, materials, minor parts, tools, supplies, and appurtenances for providing the services specified herein. The Contractor shall provide all chemicals to maintain the plant.

Minor parts shall mean those parts costing less than \$50.00, excluding tax, and major parts shall mean individual parts costing \$50.00 or more, excluding tax, as shown on the manufacturer's price list.

Such services shall be conducted in accordance with the best practices of the industry governing the operation and maintenance of surface water treatment plants, and in accordance with the manufacturers' instructional manuals, to assure that the finished water quality is within the State Department of Health requirements.

Contractor shall operate and maintain the Waiawa Correctional Facility surface water treatment plant at all times under the direct supervision of a licensed operator.

Only new standard parts manufactured by the maker of each unit or parts of equal quality shall be used. The Department will reimburse the Contractor the cost plus 5%, for any Department approved major part(s) or equipment replacement.

### **SERVICE SCHEDULE**

The Contractor shall perform the required maintenance services on a twice-a-week, five times a week, weekly, bi-weekly, monthly, quarterly, and annual basis, as required. Each visit shall be recorded in a logbook (date of visit, time-in, time-out, etc.). The logbook shall be kept in a designated, secured place at the project site.

### **GENERAL INFORMATION**

#### **A. RAW WATER DELIVERY FROM WAIHAOLE DITCH**

The existing pump station at the ditch location delivers raw water to the 2,400 gallon above ground storage tank and consists of the following:

1. Two Shipco pumps, Shipco Model 187PSIG. 85 gal/min , 25 horsepower.

#### **B. SURFACE WATER TREATMENT SYSTEM**

The existing surface water treatment system is a Memcor Continuous Microfiltration 4M10C, and includes the following major components:

1. Four (4) Aurora pumps, 110 TDH, 50 GPM, 3 HP;
2. Three (3) Memcor CMF, 4M10C, 20 GPM;
3. Four (4) Allen Bradley, programmable logic controller, one (1) main and three (3) slaves;

4. One 450 gallon finished water tank;
5. One turbidity recordation;
6. Automatic backwash cycle;
7. Two (2) uniclor units for disinfection;
8. Two (2) Prominent, dulcotest CLE 2,2 Probe and CLWS-F1, K1 controller to analyze chlorine residual;
9. Five (5) Hach Turbidimeter 1720E to monitor raw and finish water turbidity;
10. Two (2) Quincy compressor with one (1) pressure tank;
11. One (1) 24,000 gallon elevated storage tank;
12. One (1) 500,000 gallon steel storage tank;
13. Two (2) Honeywell recorder, dual pen;
14. One (1) Flow sensor; and
15. One (1) uninterrupted power supply with surge suppression.

**C. EMERGENCY GENERATOR**

1. One (1) generator, NEMA MG1, three phase, 35 KW, 37.5 KVA, 240 Volts, 60 HZ, 1800 RPM.
2. 100 gallon fuel storage tank.

**SERVICES REQUIRED**

**A. RAW WATER DELIVERY**

1. Twice-a-week Services: The days for service shall be mutually agreed upon by the State and Contractor can vary due to inclement weather.
  - a. Inspect all piping for integrity and correct leaks as needed.
  - b. Check for leaks, noises, and excessive vibration of motors and pumps. Log voltage and amperage readings.
  - c. Inspect strainer/screen and clean as needed.
  - d. Alternate pump on a weekly basis.
  - e. Log all actions and recommendations.
2. Monthly Services
  - a. Grease bearings.
  - b. Provide general housekeeping of interior of pump hose and exterior vegetative growth
3. Annual Services
  - a. Conduct efficiency testing of pumps.

**B. SURFACE WATER TREATMENT SYSTEM**

1. Five Times a Week Services: (Monday, Tuesday, Wednesday, Thursday, and Friday). Services can be performed on Saturday when a State holiday occurs during the week in question.
  - a. Check pipework and valves for leaks and correct as needed.
  - b. Check coalescer and membrane for condensation. Drain daily and replace as necessary.
  - c. Check pneumatic air lines for leaks and correct as needed.
  - d. Take turbidity, chlorine, PH and temperature readings, and chlorine usage.
  - e. Check pumps and compressor for leaks, noises, and excessive vibrations.



- f. Uniclor units - check power supply and correct miliamp settings and CL2 dosage and clean electrodes.
  - g. Ensure Uniclor brine tank full of water with sufficient salt (to be provided by Contractor). Add salt as needed.
  - h. Alternate Uniclor unit each day.
  - i. Check turbidimeter for water level, air leak, and leaks. Log 24 hour period readings for changes in NTU-clean weekly.
  - j. Check prominent probe for leaks and air lock. Log 24 hour period readings for CL2 residual and differences between chlorine residual and pocket odometer (to be provided by Contractor) readings. Calibrate as needed.
2. Weekly Services
- a. Test and log pressure decay of filters.
  - b. Check pressure gauges and controls.
  - c. Check settings for air pressure regulators.
  - d. Ensure all pipework fasteners and supports are tight.
  - e. Manually perform membrane test and observe the air bubbles. Log results.
  - f. Change recorder chart paper.
3. Monthly Services
- a. Conduct microbiological contaminant sampling.
  - b. Clean the three level switches.
  - c. Lubricate pumps and motors.
  - d. Check air filters and replace as necessary.
  - e. Perform and log sonic test.
  - f. Chemically clean fibers with Memclean or approved equal (to be provided by Contractor).
  - g. Perform all monthly reports as required by Title 11, Chapter 20, State of Hawaii Surface water Rule including but not limited to Tables 5-1, 5-2, 5-3, 5-4, 5-5, 5-6, and the turbidity report. All tables shall be prepared by a State of Hawaii Grade 2 or higher license operator and submitted within the period required by the Surface Water Treatment Regulations.
  - h. Calibrate turbidimeter, chlorine analyzers, PH analyzers, and record action taken in log book.
  - i. Grease all pumps and compressor bearings.
  - j. Clean Uniclor electrodes.
  - k. Conduct turbidimeter and Prominent standardization tests.
  - l. Perform efficiency testing for all pumps, and clean.
  - m. Test compressor's air containment vessel and check automatic air shutoff valve.
  - n. Clean Prominent analyzers (2).
4. Annual Services
- Perform tests to determine lead, copper, nitrate - nitrite, inorganic, volatile organic, and pesticide compounds and record.
- Clean motor control center.
- Visual inspection of 500,000 gallon storage tank.
- Submit Consumer Confidence Report to DOH, by DOH date.
- Perform annual Fire Hydrant Maintenance (25 hydrants) by locating hydrant road valve, open and close, and Test. Certify Back-Flow Preventers (3) with a State certified Back Flow Tester. Prepare a report and submit to contract administrator. Repair and retest as necessary.

### C. EMERGENCY GENERATOR

1. Every Other Week Service  
Run for at least thirty (30) minutes and check oil, pressure, water temperature, and fuel tank.
2. Quarterly Service  
Test remote alarm
3. Annual Service  
Load test system

### **REPAIR AND REPLACEMENT**

The Contractor shall provide 24-hour service capabilities to handle any emergency services, which shall be paid for by the Department, to the Contractor on an actual-time and material basis as contracted. Contractor shall arrive on-site within one (1) hour in response to an emergency service call.

### **WORKMANSHIP**

All operational and maintenance services, including the emergency repair/replacement, shall be done in a first-class workmanlike manner by mechanics skilled in the trade and under the proper supervision of the Contractor.

### **LAWS TO BE OBSERVED**

The Contractor, at all times, shall observe and comply with all Federal, State, and local laws or ordinances in any manner affecting the conduct of work and shall indemnify and save harmless, the State and its representatives against any claim arising from the violation of any such law, by-law, or ordinances by the Contractor, or by their respective employees.

Contractor shall comply with all laws relating to safety, hours of labor, wages, payroll records, and citizen labor.

### **SAFETY**

The Contractor shall take all necessary precautions to protect the public and tenants from injury resulting from its work.

The Contractor shall take whatever steps may be necessary to safeguard its work and also the property of the State, as well as other individuals in the vicinity of its work area during the execution of this contract. He shall be solely responsible for and make good on any and all damages and for losses to work or property caused by its or its employees' negligence.

### **CLEAN-UP**

At completion of each operational and/or maintenance service or repair/replacement, the Contractor shall clean up and remove all rubbish, grease and debris from the premises resulting from its work, and keep the entire area clean and neat.

## **GROUND MAINTENANCE**

Ground maintenance shall be performed by State maintenance personnel.

## **REPORTS**

Contractor shall prepare written quarterly reports, at no additional cost to the State, which shall be submitted to the Contract Administrator within thirty (30) days after the close of each three (3) month period.

## **SPECIAL PROVISIONS**

### **TERMS AND ACRONYMS USED HEREIN**

PPB-PC	=	Department of Public Safety, Planning, Programming and Budget Office—Purchasing and Contracts, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
GC	=	General Conditions Form AG-008 Revised November 15, 2005 by the Department of the Attorney General.
IFB	=	Invitation for Bids
GET	=	General Excise Tax

### **SCOPE OF WORK**

The furnishing operation and maintenance of the Surface Water Treatment Plant at the Department of Public Safety's Waiawa Correctional Facility, Oahu, Hawaii, as specified herein, shall be in accordance with these Special Provisions, the attached Specifications, and the General Conditions Form AG-008 Rev. (11/15/05) by reference made a part hereof and available at the PPB-PC and on the internet at <http://www4.hawaii.gov/StateFormsFiles/ag008.doc>.

### **TERM OF CONTRACT**

Contractor shall enter into a formal contract for furnishing the specified services for the twelve-month period, July 1, 2006 to June 30, 2007, or the date indicated on the Notice to Proceed, whichever is later.

Unless terminated, the contract may be extended for not more than three (3) additional twelve-month periods or portion(s) thereof without the necessity of rebidding, if mutually agreed in writing. The contract price for the extended period shall remain the same or lower than the initial bid price except for any increase allowed through State initiated contract modification(s).

### **CONTRACT ADMINISTRATOR**

For purposes of this contract, Mr. Vernon Tanaka, Maintenance Supervisor or his appointed representative, telephone 677-6161 is designated the Contract Administrator. Accordingly, the Contract Administrator will be responsible and will verify that the required services have been rendered.

### **EXAMINATION OF SERVICE AREAS**

Prior to offer submittal, it is recommended that each Offeror visit the proposed work site to fully acquaint himself with the service area, the existing conditions, and the extent and nature of work to be performed, (i.e., the facilities, difficulties, and/or restrictions attending the execution of the work under contract). No additional compensation, subsequent to bid opening will be allowed by reason of any misunderstanding or error regarding the conditions or work to be performed.

Site inspection is not mandatory; however, submission of an offer shall be evidence that Offeror understands the scope of the project and will comply with the specifications herein if awarded the contract. Offeror must contact the Contract Administrator to arrange for an inspection tour.

No claim for any extra will be allowed because of alleged impossibilities in the production of the results specified or because of inadequate or improper Specifications. Whenever a result is required, the successful Offeror shall furnish any and all extras and make any change needed to produce to the satisfaction of the State, the required result.

## **CONTRACTOR'S CERTIFICATIONS OR REPRESENTATIONS**

**RESPONSIBILITY OF OFFERORS.** Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care;
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State, and.
7. One of the following:
  - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); and
  - b. Be registered to do business in the State (hereinafter referred to as a "compliant non-Hawaii business").

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

## **OFFEROR QUALIFICATION**

In addition to meeting the legal and other requirements specified herein, Offeror shall meet the following qualifications to be considered for award:

1. Offeror must have an established business in the State of Hawaii and have a minimum of two (2) years prior wastewater treatment plant or pump station operational experience prior to bid opening. Offeror shall indicate on the Offer Form the business address, telephone number and name of his contact person, and number of years of experience. Offeror shall also list references on the Offer Form where indicated.
2. Offeror shall have a C-37d contractor's license or approved equal for system distribution.
3. At the time of offer submittal and throughout the life of the contract, Contractor shall have in its employ and assigned to the Waiawa Correctional Facility (not an independent contractor) at least two (2) certified water treatment plant operators on Oahu with valid State of Hawaii Grade 2 or better license. The Waiawa Correctional Facility's surface water treatment system shall, at all times, be under the direct supervision of at least one (1) minimum Grade 2 State of Hawaii licensed operator. A copy of such license for each operator shall be attached to the offer submittal or submitted within two (2) working days of

the State's request.

4. The Contractor shall also have at least one minimum certified distribution system operator with a valid State of Hawaii Grade 1, Class 1 or better license. In addition to the water treatment plant operators and the distribution system operator, the Contractor shall have at least one certified general backflow tester.

Offeror shall be able to respond to emergencies within sixty (60) minutes of any alarm reported by the appropriate facility staff, 24-hours per day, 7 days per week. The Contractor shall provide qualified operators who are knowledgeable with the operations of the facility. An answering machine to accept emergency calls is not acceptable.

**CERTIFICATION OF INDEPENDENT COST DETERMINATION.** By submission of an offer in response to this solicitation, Offeror certifies the following:

1. The costs in response to this solicitation have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in this solicitation have not been knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.

No other attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

### **NOTICE OF SMALL BUSINESS SET-ASIDE**

Pursuant to Hawaii Revised Statutes, Section 103D-906, and Hawaii Administrative Rules, Chapter 3-124-73.1 a determination by the Head of Purchasing Agency that this procurement is suitable for performance by businesses meeting the applicable small business size standard as defined by the "Small Business Size Standard by North American Industry Classification System (NAICS).

NAICS code(s) determined appropriate for this solicitation is 221320 for Sewage Treatment Facilities whose average annual gross receipts is less than \$7 million.

1. Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.
2. General:
  - a. Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be rejected.
  - b. Any award resulting from this solicitation will be made only to a small business concern.

### **MEANING OF REPRESENTATION BY OFFEROR AND PROTEST AGAINST SMALL BUSINESS STATUS**

1. To be eligible for award of this contract as a small business, Offeror must represent in good faith that it is a small business at the time of its written representation. The representation must reflect that Offeror meets the definition of a small business concern as stated in the solicitation.
2. The procurement officer shall accept an Offeror's representation that it is a small business unless another Offeror challenges Offeror's small business representation to the contracting officer through applicable protest procedures under HAR Chapter 126.
3. Upon receipt of a protest, the Chief Procurement Officer, or designee shall require the Offeror to provide proof of its status as an eligible small business Offeror.
4. If the Chief Procurement Officer or designee determines that the Offeror has misrepresented its status as an eligible small business, the Chief Procurement Officer or designee may disqualify the Offeror from the competition.
5. If the Chief Procurement Officer or designee concludes the misrepresentation was not inadvertent and was intended to unfairly enable the Offeror to compete in a solicitation when it knew or should have known it was not eligible, the Chief Procurement Officer shall initiate debarment action under HAR Chapter 126.
6. Any time after contract award, the procurement officer may question the small business representation of any Offeror and require the Offeror to confirm its represented size status and eligibility for award. If the procurement officer determines the Offeror misrepresented its size status, the procurement officer may terminate the contract for cause and resolicit unless the Chief Procurement Officer or designee determines in writing that contract termination would be detrimental to the interests of the state. The Chief Procurement Officer or designee shall also determine whether to initiate debarment proceedings under HAR Chapter 126 based upon the Offeror's misrepresentation of size status and eligibility.

#### **SMALL BUSINESS PROGRAM REPRESENTATIONS**

1. NAICS code(s) determined appropriate for this solicitation is 221320 for Sewage Treatment Facilities whose average annual gross receipts is less than \$7 million.
2. Offeror hereby affirmatively represents that it is a qualified small business concern eligible for award of the contract under the eligibility criteria above.
3. Offeror further represents that Offeror's average number of employees for the past 12 months and Offeror's annual gross revenue for the preceding fiscal year was as reflected below (Refer to Attachment A – Small Business Program Representation shall be completed and submitted with the Offeror's offer).

**LIMITATIONS ON SUBCONTRACTING**. By submission of its offer, the Offeror agrees that in performance of the contract in the case of a contract for —

1. Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern
2. Supplies (other than procurement from a non-manufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

3. General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
4. Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

## **CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS**

Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

## **OFFER PREPARATION**

Offer Form, Page OF-1. Offeror is requested to submit its offer using the Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If Offer Form, page OF-1 is unsigned, or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, including the Offeror's intent to be bound.

Multiple or Alternate Offers. Multiple or Alternate Offers shall not be accepted. An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all Offeror's offers for that line item shall be rejected.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and vendors are advised that they are liable for the Hawaii General Excise Tax (GET) at the current 4% rate. If, however, an Offeror is exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Taxpayer Preference. For evaluation purposes, pursuant to Section 103-53.5, HRS, as amended, the price offer submitted by an Offeror not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustments.

Bid Price. Bid prices shall include all labor, equipment, supplies, materials, all applicable taxes, and all other expenses incurred to provide services as provided herein. The total bid price shall be the all-inclusive cost to the State, and no other charges will be honored.

Offer Guaranty or Bid Bond. An offer guaranty is not required for this solicitation.

Tax Clearance. Pursuant to Section 103D-328, HRS, the successful Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX)



and the Internal Revenue Service (IRS).

**To facilitate this requirement, offeror is encouraged to submit a valid tax clearance certificate together with the offer.** However, if this is not feasible, the certificate should be applied for at DOTAX or the IRS and submitted to the PSD, Procurement and Contracts Office, as soon as possible. If a valid certificate is not submitted on a timely basis prior to award of the contract, an offer otherwise responsive and responsible may be rejected and not considered for award.

The certificate is valid for six (6) months from the most recent approval stamp date on the certificate. The certificate must be valid on the date it is received by the PSD, Procurement and Contracts Staff.

The tax clearance shall be obtained on the State of Hawaii, DOTAX *Tax Clearance Application, Form A-6* (rev. 1998) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): <http://www.state.hi.us/tax/tax.html>

DOTAX Forms by Mail: (808) 587-7572  
1-800-222-7572

DOTAX Forms by Fax: (on Oahu) (808) 587-7572  
(outside Oahu) (808) 678-0522

Completed tax clearance applications may be mailed to one of the district tax offices listed on the application or faxed to one of the following numbers:

IRS: (808) 541-1976  
DOTAX: Oahu (808) 587-1720 or (808) 587-1488  
Maui (808) 984-8522  
Kauai (808) 274-3461  
Hawaii (808) 974-6300

If mailed, out-of-state Offerors should send their application to DOTAX Oahu District Office.

**Note:** Contractor is required to submit a tax clearance certificate prior to final payment on the contract. Refer to INVOICING of these special provisions.

Insurance. Offeror shall provide the requested insurance information on the Offer Form where indicated.

References. Offerors shall list, on the Offer Form, companies or government agencies that Offeror has or is currently providing Surface Water Treatment Plant Services. The State reserves the right to contact the references provided and to inquire about the Offeror's job performance and to reject the offer of any Offeror whose performance on other jobs of this nature has been unsatisfactory.

## **CONTRACT ADJUSTMENT PURSUANT TO SECTION 103-55, HRS**

Should public employee wages for Wastewater Treatment Operator II increase during any period of the contract, including supplements, the Contractor may request for an increase in

contract price. The increase requested shall be the result of a wage increase to the Contractor's employees performing the work herein.

Effective March 1, 2009, the wage rate for a Wastewater Treatment Operator II is:

BU 01 / BC 11 - Hourly	\$23.04
(Monthly	\$3,994.00)

Contractor's request for increase must meet the following criteria:

1. At the time of a request, Contractor must provide documentation to show that he is in compliance with Section 103-55, HRS, i.e., its employees are being paid no less than the known wage of the State/Public Worker position listed herein. Documentation shall include the employees' payroll records and a statement that the employees are being utilized for this contract.
2. At the time of making an offer, the Contractor must have specified on the appropriate Offer Form page, the percentage of the bid price per month that represents labor costs. If the Contractor fails to specify the percentage, the Contractor's request for increase will not be considered.
3. Request for increase must be made in writing to the PPB-PC on a timely basis.
  - a. Request for increase for the initial contract period must be made as soon as practicable after the State/Public Workers wage agreements are made public. Approved request will be retroactive to the date of increase for the State/Public Workers.
  - b. Request for increase for a supplemental period of the contract must be made prior to the start of the supplement. Contractor is to call the Purchasing Specialist named on the cover of this Invitation for Bids to obtain the current wage information.

If the Contractor meets the above criteria in its request for contract price increase, the following formula shall be used to calculate the increase:

First Increase:  $WI = (X * Y) * (Z) + FB$

Subsequent Increase(s):  $WI = A * Z + FB$

whereby, WI = Dollar amount increase in bid price per month due to increase in State/Public Worker wages;  
X = Original contract price per month;  
Y = Percentage of bid price per month designated by Contractor as representing labor costs;  
Z = Percentage increase in wages paid to State/Public Worker performing similar work;  
FB =  $(X * Y) * (Z) * 16\%$ ;  
A = That portion of the contract amount representing wages (this amount is X times Y plus any increase(s) in contract price per month resulting from increase in State/Public Worker wages).

The increase shall be reflected in either a contract modification or in the supplemental

agreement issued for any extended period of the initial contract.

## **OFFER SUBMITTAL**

Contractor must submit the offer in a sealed envelope identified with the following information:

Offeror's name, address, and telephone number;  
The words, "INVITATION FOR BIDS";  
The Invitation for Bids number and title;  
The date and time of the bid opening;  
The words, "Attention: PPB, Purchasing and Contracts"

Proposals will be received up to the time fixed in the public notice for opening of bids, or as amended. Offers failing to meet the bid opening deadline shall not be considered for award.

## **FAXED DOCUMENTS**

Faxed **offer submittals** will not be accepted. Faxed informational documents will be accepted.

## **OFFER INSPECTION**

At the bid opening, all offers may be inspected after having been publicly read, providing that only one offer be inspected at a time and that no offers shall be permitted to leave the bid opening room.

After the formal procedure of opening offers, all offers will be evaluated for award recommendation. During this period, offers will not be available for inspection.

## **METHOD OF AWARD**

Award, if any, will be made to the responsible and responsive Offeror submitting the lowest total sum bid. Offeror shall make an offer for all items to qualify for award consideration.

The solicitation may be canceled or the offers may be rejected, in whole or in part, when it is in the best interest of the Department of Public Safety, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules (HAR).

**Responsibility of Lowest Responsive Bidder.** Reference §3-122-112, HAR, Responsibility of Offerors. If compliance documents have not been submitted to the PPB-PC prior to award, the lowest responsive offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

**HRS Chapter 237 tax clearance requirement for award.** Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the PPB-PC.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS

offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): <http://www.state.hi.us/tax/alphalist.html#a>

DOTAX Forms by Fax/Mail: (808) 587-7572  
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488  
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the PPB-PC. However, the tax clearance certificate shall be submitted to the PPB-PC.

**HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.**

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the **PPB-PC**. A photocopy of the certificate is acceptable to the PPB-PC.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at [www.dlir.state.hi.us/formsall.shtml](http://www.dlir.state.hi.us/formsall.shtml) or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the PPB-PC.

The application for the certificate is the responsibility of the offeror, and must be submitted directly to the DLIR and not to the PPB-PC. However, the certificate shall be submitted to the PPB-PC.

**Compliance with Section 103D-310(c)(1) and (2), HRS.** Pursuant to section 3-122-112, HAR, the lowest responsive offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the PPB-PC. A photocopy of the certificate is acceptable to the PPB-PC.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at [www.BusinessRegistrations.com](http://www.BusinessRegistrations.com). To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

**Hawaii Compliance Express.** Alternately, instead of separately applying for these certificates

at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one.

**Timely Submission of all Certificates.** The above certificates should be applied for and submitted to the **PPB-PC** as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

**Final Payment Requirements.** Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select "Forms for Vendors/Contractors" from the Hawaii Public Procurement Code, Chapter 103D, HRS, menu

## **OFFER ACCEPTANCE**

The State's acceptance of an offer, if any, will be made within sixty (60) calendar days after the opening of offers, and the prices quoted by the Offeror shall remain firm for the sixty (60) day period.

## **EXECUTION OF CONTRACT**

Successful Offeror shall be required to enter into a formal written contract. No payment or performance bonds are required for this contract.

Any agreement arising out of this invitation for bid is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

No work is to be undertaken by the Contractor prior to the commencement date. The State of Hawaii is not liable for any work, cost, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date.

If the options to extend for each additional twelve-month period are mutually agreed upon, Contractor shall be required to execute a Supplemental Agreement to the contract for each additional extension period.

## **LIABILITY INSURANCE**

The Contractor shall maintain insurance acceptable to the State in full force and effect

throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limit(s) and coverage:

Coverage	Limits
Commercial General Liability (occurrence form)	\$1,000,000 combined single limit per occurrence for bodily injury and property damage
Comprehensive Automobile Liability	BI: \$1,000,000 per occurrence PD: \$1,000,000 per occurrence

Each insurance policy required by this contract shall contain the following clauses:

1. "The insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Public Safety, PPB Office, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814."
2. "The State of Hawaii, Department of Public Safety, is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, HRS, if utilizing an insurance company not licensed by the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) thereof on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

If the Contractor is authorized by the Department Coordinator to subcontract, subcontractor(s) is not excused from the indemnification and/or insurance provisions of this contract. In order to indemnify the State, the Contractor agrees to require its subcontractor(s) to obtain insurance in accordance with the insurance provisions of this contract.

## INVOICING

An original and two (2) copies of invoices shall be sent to the following address:

**SPECIAL PROVISIONS**

**SP-11**

**PSD 10-WCF-34**

Waiawa Correctional Facility  
P.O. Box 1839  
Pearl City, Hawaii 96782-8839

All invoices shall reference the contract number. Contractor must verify all invoice charges (routine and emergency services) with the Contract Administrator prior to submittal to Waiawa Correctional Facility for payment.

To verify the prices billed for major parts, the Contractor shall provide the State with copies of invoices listing all prices paid for each major part billed to the State.

Routine Servicing. Payment for routine preventive maintenance services shall be made on a monthly basis. The Contractor shall submit a monthly invoice and summary detailing the dates and maintenance service actually provided.

Emergency Services. All charges for emergency work and major parts shall be listed on a separate invoice describing in detail, the date of the emergency, hours on the job, and the parts replaced. All charges for such emergency work shall be the sum of the actual man-hours computed at the contracted rate per hour and the cost plus 5% of parts being replaced. *Emergency service invoices will be paid by purchase orders, separate from routine billings.*

Final Payment. A tax clearance certificate, not over two (2) months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

## **PAYMENT**

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods or performance of the service to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

## **RE-EXECUTION OF WORK**

Contractor shall re-execute any work, at no additional cost to the State that fails to conform to contract requirements and shall immediately remedy any defects due to faulty workmanship by the Contractor. Should Contractor fail to comply, the State reserves the right to engage the services of another company to perform the services and to deduct such costs from monies due to the Contractor.

## **REMOVAL OF CONTRACTOR'S EMPLOYEES**

Contractor agrees to remove any of his employees from services rendered and to be rendered the State, upon request in writing by the Contract Administrator.

## **LIQUIDATED DAMAGES**

Refer to Section 9 of the General Conditions. Liquidated damages for non-performance of the specified maintenance services shall be actual cost incurred due to Contractor's non-performance for each and every calendar day the Contractor fails to perform in whole or in part, any of his obligations specified hereunder.

## **RIGHTS AND REMEDIES FOR DEFAULT**

In the event the Contractor fails, refuses or neglects to perform the services in accordance with the requirement of these Special Provisions, the Specifications, and General Conditions herein, in addition to the recourse stated in **Section 13 of the General Conditions**, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any monies due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

## **PROTEST**

Pursuant to HRS § 103D-701, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer, Department of Public Safety, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814.

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the Procurement Reporting System on the SPO website:

<http://www.hawaii.gov/spo>

Click on to "Awards" link.

Click on to "Contracts for Goods, Services and Construction"

Click on to "Search"

Select method of solicitation from Method drop down box.

Select "Public Safety" from Department drop down box.

Review descriptions and select "Contract/PO No." link to view award information.



DEPARTMENT OF HUMAN RESOURCES\*  
CITY AND COUNTY OF HONOLULU

Class Specification

100117  
100118  
100120  
100121

WASTEWATER TREATMENT PLANT OPERATOR  
**GRADES I, II, III, IV**  
**BC 10, 11, 12 & 13; BU 01**

Duties Summary:

Independently operates and maintains a Class I, II, III or IV wastewater treatment plant and lower classed plants, as well as tributary pumping plants; participates in the major overhaul, repair, and installation of treatment and pumping plant equipment; and performs other related duties as required.

Distinguishing Characteristics:

These classes differ from that of Assistant Wastewater Treatment Plant Operator in that the Wastewater Treatment Plant Operator I, II, III and IV independently stand watch and operate and maintain various equipment and facilities at a wastewater treatment plant; whereas the Assistant Wastewater Plant Operator assists and/or participates in, and receives supplemental training relating to, the operation and maintenance of various equipment and facilities at a wastewater treatment plant.

These classes differ from those of Wastewater Treatment Plant Supervisor I, II, III and IV in that the Wastewater Treatment Plant Operator I, II, III and IV independently operate and maintain wastewater treatment plant equipment and facilities; whereas the Wastewater Treatment Plant Supervisor I, II, III and IV supervise, and have immediate charge of and twenty-four hour responsibility for, all operational and maintenance activities at a wastewater treatment plant.

Grade Level Standards:

Grade I: This level is characterized by its primary responsibility for operating and being in direct responsible charge of a Class I wastewater treatment plant, as rated by the State Board of Certification of Operating Personnel in Wastewater Treatment Facilities.

Grade II: This level is characterized by its primary responsibility for operating and being in direct responsible charge of a Class II wastewater treatment plant, as rated by the State Board of Certification of Operating Personnel in Wastewater Treatment Facilities.

Grade III: This level is characterized by its primary responsibility for operating and being in direct responsible charge of a Class III wastewater treatment plant, as rated by the State Board of Certification of Operating Personnel in Wastewater Treatment Facilities.

Grade IV: this level is characterized by its primary responsibility for operating and being in direct responsible charge of maintaining a Class IV wastewater treatment plant, as rated by the State Board of Certification of Operating Personnel in Wastewater Treatment Facilities.

### Illustrative Examples of Work:

Operates and maintains wastewater treatment and tributary pumping plants to assure the safe, effective, efficient, and economical use of processes and equipment, and to comply with pertinent City, State and Federal regulations; operates various equipment to regulate the flow of wastewater, air and sludge between the unit processes of the plant, reads and records readings from meters, gauges and other recording devices and interprets data to maintain or improve plant operations; inspects plant and mechanical equipment for malfunctions, irregularities and needed repairs; lubricates, changes oil, and makes running repairs and adjustments to machinery and equipment; participates in the installation, overhaul and major repair of treatment and pumping plant equipment; drains and cleans settling tanks, clarifiers, chlorinating chambers, digesters and aeration tanks; maintains sludge digestion systems, dewatering equipment, drying beds and pulverizers; collects samples of raw, partially treated, and treated wastewater and sludge and performs chemical and physical analyses thereof, including settleable solids, settleability, ph, chlorine residual, dissolved oxygen and suspended solids; interprets laboratory results and makes appropriate process adjustments; maintains test result records, data sheets and reports; paints equipment, buildings and structures; keep station logs and prepares operational reports; may be assigned to work in other plants for training and development purposes and to qualify for higher level certification; may be assigned to machine shop or other duties as necessary; attends employee safety and training sessions; operates a motor vehicle to transport personnel and equipment.

### Minimum Qualification Requirements for the Class:

Training and Experience: Experience and/or training of sufficient scope and quality to competently perform the journey level skills and duties of the applicable position.

License Requirement: Possession of the applicable Hawaii Mandatory Wastewater Treatment Plant Operator Certificate; possession of a valid Hawaii State driver's license (Type 3 or modified 4) or appropriate commercial driver's license with proper endorsements, as applicable; and a current State Department of Transportation medical examination certificate, as required.

Knowledge of: practices and procedures used in the operation and maintenance of wastewater treatment and pumping plant equipment; the various types of wastewaters and associated problems and processes; sampling methods and the physical and chemical tests used in treatment plant control; servicing requirements of moving machinery; hazards and safety practices involved in working around high voltage equipment and moving machinery; process quality control requirements and remedial measures in dealing with process malfunctions and emergencies; arithmetic; uses of basic mechanic hand and power tools.

Ability to: operate and maintain electrical pumping units and auxiliary equipment; read and interpret meters and gauges, record readings and maintain operating records; perform the required laboratory tests and analyzes results; make arithmetical computations; use common hand and power tools; act quickly and effectively in emergencies; work with dexterity and safety; understand and follow oral and written instructions; work harmoniously with others; handle weights and loads.

### Physical Requirement:

Persons seeking appointment to positions in this class must meet the health and physical condition standards deemed necessary and proper for performance of the duties.

Physical Effort Grouping: Heavy

Special Working Conditions: exposure to hazardous, filthy and/or obnoxious conditions; may also be subject to shift, weekend and holiday work as required.

#####

This is the first specification approved for the new classes, **WASTEWATER TREATMENT PLANT OPERATOR I, II, III AND IV**, effective May 1, 1982.

APPROVED: September 24, 1981

WALLACE Y. KUNIOKA  
Director of Human Resources\*

\*Department of Human Resources effective 7/1/98

**CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT**  
(Reference §3-122-112, HAR)

Reference: \_\_\_\_\_  
(Contract Number) (IFB/RFP Number)

\_\_\_\_\_ affirms it is in  
(Company Name)  
compliance with all laws, as applicable, governing doing business in the State of Hawaii to  
include the following:

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker's Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

maintains a "Certificate of Good Standing" from the Department of Commerce and Consumer Affairs, Business Registration Division.

Moreover, \_\_\_\_\_  
(Company Name)  
acknowledges that making a false statement shall cause its suspension and may cause its  
debarment from future awards of contracts.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## SMALL BUSINESS PROGRAM REPRESENTATION

NAICS code(s) determined appropriate for this solicitation is 221320 for Sewage Treatment Facilities whose average annual gross receipts is less than \$7 million.

The Offeror hereby affirmatively represents that it is a qualified small business concern eligible for award of the contract under the eligibility criteria above.

The Offeror further represents that the Offeror's average number of employees for the past twelve (12) months and the Offeror's annual gross revenue for the preceding fiscal year was reflected below. (Offeror must check and initial one blank in each column):

NUMBER OF EMPLOYEES	AVERAGE ANNUAL GROSS REVENUES
<input type="checkbox"/> 15 or fewer	<input type="checkbox"/> \$500,000 or less
<input type="checkbox"/> 16 to 50	<input type="checkbox"/> \$500,001 to \$1,000,000
<input type="checkbox"/> 51 to 100	<input type="checkbox"/> \$1,000,001 to \$2,000,000
<input type="checkbox"/> 101 to 250	<input type="checkbox"/> \$2,000,001 to \$3,500,000
<input type="checkbox"/> 251 to 500	<input type="checkbox"/> \$3,500,001 to \$5,000,000
<input type="checkbox"/> 501 to 750	<input type="checkbox"/> \$5,000,001 to \$10,000,000
<input type="checkbox"/> 751 to 1,000	<input type="checkbox"/> \$10,000,001 to \$17,000,000
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17,000,000.

Offeror represents in good faith that it is a small business at the time of this Contract and that it meets the definition of a "small business concern " as defined herein.

### OFFEROR

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_